# MEMORANDUM OF UNDERSTANDING

#### BETWEEN

# THE EMBASSY OF THE UNITED STATES OF AMERICA, PRISTINA, KOSOVO

#### AND

# THE MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF KOSOVO

#### ON THE FULBRIGHT ACADEMIC EXCHANGE PROGRAM

The Embassy of the United States of America, Pristina, Kosovo and the Ministry of Education, Science and Technology of the Republic of Kosovo (hereinafter jointly referred to as "the Participants" and, in the singular, as "U.S. Participant" and "Kosovo Participant", respectively);

Noting the ongoing and successful cooperation in the area of educational exchange, including cooperation pursuant to the 2012 Memorandum of Understanding Between the Department of State of the United States of America and the Ministry of Foreign Affairs of the Republic of Kosovo on the Fulbright Academic Exchange Program; and

Seeking further to develop cooperation between educational, scientific, and research institutions of the United States of America and the Republic of Kosovo, in addition to promoting mutual understanding and friendship between our two nations;

Have reached the following understanding:

#### SECTION 1

This Memorandum of Understanding (hereinafter referred to as "MOU") is intended to strengthen and develop ties between the Participants in the process of implementing the Fulbright Academic Exchange Program (hereinafter referred to as "the Fulbright Program") in education, culture, science, and research based on circumstances that are considered mutually beneficial. This MOU also is designed to recognize anticipated financial support from the Kosovo Participant in the amount of at least three hundred thousand Euros (€300,000) annually, for five years, towards the United States-Kosovo Fulbright Program. The Participants expect this contribution to begin with the academic year that starts in Fall 2016 and continue through the 2020-21 academic year.

# SECTION 2

The coordinator of this MOU on behalf of the U.S. Participant is expected to be the Public Affairs Section of the U.S. Embassy in Pristina and on behalf of the Kosovo Participant, the Ministry of Education, Science and Technology.

#### **SECTION 3**

In implementing this MOU, the Participants plan to exchange information about the participation of each country's educational, cultural, scientific, and research institutions in the Fulbright Program in order to prioritize such institutions' educational, cultural, scientific, and research needs.

#### **SECTION 4**

The Participants intend for their participation in the Fulbright Program to stimulate the cooperation of educational, scientific and research institutions in both countries, encourage

improvement in the qualifications of academic professionals, scholars, educators and students, and promote common research projects.

#### **SECTION 5**

In carrying out this MOU, the U.S. Participant intends to coordinate the management of the Fulbright Program in the Republic of Kosovo, organize the primary selection of candidates for the Fulbright Program as well as the development of scientific and teaching activities, and examine the desirability of additional academic exchanges. The Participants intend for the selection of Fulbright Program candidates to be open and merit-based, consistent with the principles established by the J. William Fulbright Foreign Scholarship Board of the United States.

# **SECTION 6**

Each year, the U.S. Participant intends to nominate students, scholars and professionals from higher educational institutions and other institutions of the Republic of Kosovo to study at United States universities, and to coordinate the sending of United States students, scholars and professionals to academic and other institutions in the Republic of Kosovo for study, research, or academic internships.

#### SECTION 7

Each year, the U.S. Participant intends to nominate scholars and researchers from the Republic of Kosovo to lecture and/or conduct research at United States universities and scientific institutions, and to coordinate the sending of United States scholars to academic and educational institutions in the Republic of Kosovo for between three (3) and ten (10) months of research or instruction.

#### **SECTION 8**

Each year, the U.S. Participant intends to nominate scholars and researchers from the Republic of Kosovo to participate in professional development and exchange programs in the United States.

# SECTION 9

The U.S. Participant intends to coordinate the funding and implementation of the Fulbright Program in both the Republic of Kosovo and the United States of America.

# SECTION 10

In carrying out this MOU, the Kosovo Participant intends to encourage governmental, educational, cultural, scientific, and research institutions to provide the most favorable conditions for the implementation of the Fulbright Program in the Republic of Kosovo.

# **SECTION 11**

The Kosovo Participant intends to coordinate the timely approval and issuance of residency permits and other legal documentation necessary for students, lecturers, scholars and researchers (and their accompanying spouses and dependents) to participate in the Fulbright Program in the Republic of Kosovo.

# SECTION 12

The Kosovo Participant intends to work with its educational, scientific and research institutions receiving participants in the Fulbright Program to: provide adequate work space and equipment required for academic research; assign advisers as needed; grant access to libraries and archives of the host institutions; and allow Fulbright Program participants to attend programs, courses, lectures and seminars of their choice.

#### **SECTION 13**

The Kosovo Participant intends to strive to further cooperate with the U. S. Participant by seeking the allocation of additional resources for Fulbright scholarships for Kosovo students and scholars in fields of special interest to the Kosovo Participant. The Participants intend to sign implementing protocols for the implementation of the scholarship program.

#### **SECTION 14**

The Participants intend that the academic exchanges foreseen in this MOU would be implemented in accordance with their respective laws and regulations, including those concerning the availability of funds.

# **SECTION 15**

The Participants intend to exchange information about the implementation of this MOU and to resolve amicably any disputes or ambiguities through consultation or negotiation between the Participants.

#### **SECTION 16**

- 1. This MOU is intended to commence after notification by the competent authorities of the Republic of Kosovo of the completion of the internal procedures in force and continues for a period of five (5) years.
  - 2. This MOU may be modified in writing by the mutual consent of the Participants.
- 3. This MOU may, at any time, be discontinued by one of the Participants upon informing the other Participant in writing. The Participant wishing to discontinue its participation should endeavor to provide the other Participant with at least six (6) months' written notice in advance of its intent to discontinue.

SIGNED at	Pristina	_, in duplicate, on	July	8, 2016, in the English language
which is a va	alid text of the	MOU. Albanian	and Serbian	language texts of this MOU may be
prepared, which would be considered equally valid upon an exchange of notes between the				
Participants of	confirming th	e conformity of the	Albanian a	and Serbian language texts with the
signed Englis	sh text of the	MOU.		

For the Embassy of the United States of America, Pristina, Kosovo:

Science and Technology of the Republic of Kosovo:

(name, surname, position)